

April 3, 1996

REQUEST FOR QUOTATION
CPU UPGRADE

This Request For Quotation (RFQ) is issued by the Department of _____, for the upgrade of its current IBM 9021-962 processor to an IBM model 9021-972 with 16 ESCON channels to be added to side B and all components necessary to complete the upgrade.

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Section 1 General Information and Evaluation

1.1 Schedule

The schedule for this acquisition is as follows:

April 3, 1996	Request for quotation issued to vendors
April 15, 1996	Vendor responses due at _____
April 19, 1996	_____ selects apparent successful vendor
April 22, 1996	Vendor debriefing(s)
April 22, 1996	Contract negotiations begin
May 2, 1996	Contract signed
May 22, 1996	Equipment delivered to _____
May 26, 1996	Equipment installed and ready for use
May 26 -July 20, 1996	Acceptance Period

1.2 Delivery Site

Quote all items in Section 2 FOB Destination, no additional freight or service charges will be allowed. The destination is the _____ computer facility in Olympia, Washington. Due to limitations of the _____ loading dock, equipment must be delivered in a vehicle that is less than 28 feet in overall length. Delivery must be coordinated with the S/390 Data Center Operations Manager.

1.3 Vendor Response

Vendor must specifically restate and respond to all items and features specified in Section 2. Responses with omissions will be disqualified.

1.4 Contract Award and Execution

_____ reserves the right to make an award without further discussion of the quote submitted; there will be no best and final offer procedure. Therefore, the quote should be initially submitted on the most favorable terms the Vendor can offer. It is understood that the Quote will become a part of the contract in the case of the successful Vendor. If the selected Vendor fails to sign the contract within five (5) business days of delivery of the final contract to it, the State may elect to cancel the award and award the contract to the next-highest-ranked Vendor.

1.5 Payment

Payment will be made within thirty days after the successful performance and acceptance period, and upon receipt of a properly completed invoice, whichever is later.

1.6 MWBE

Vendors who are certified WBE or MBE firms are strongly encouraged to bid. See section 1.7 below.

1.7 Evaluation Criteria

1.7.1 Vendor responses will be reviewed to ensure that all RFQ requirements have been met satisfactorily. All requirements of this RFQ are considered to be mandatory, bids not meeting the mandatory requirements will not receive further consideration. For those vendors meeting the mandatory requirements, the bids will be evaluated solely on the basis of cost, with the lowest bid prevailing.

1.7.2 _____ will use a uniform method for evaluation of all quotations which will be a five year life cycle net present value analysis with an interest rate as determined by the Washington State Treasurer's Office.

1.7.3 _____ will add to each quotation _____' cost of OEM installation and maintenance. In addition, _____ will add to each quotation any applicable taxes.

1.7.4 Any vendor proposed cost incentives (e.g., warranties, extended maintenance options, etc.) will be factored into the cost evaluation. Only those incentives which are related to the Equipment being purchased and which are useful to _____ in fulfilling its mission will be factored into the evaluation. Incentives must be specified separately with specific measurements and/or costs associated with each.

1.7.5 A vendor satisfying all of the requirements of this RFQ and certified by the State of Washington Office of Minority and Women's Business Enterprises (OMWBE) as a minority or woman owned business will be announced the apparent successful vendor if its bid is within five (5) percent of the otherwise lowest bid. If more than one MWBE firm responds and also meets the five (5) percent criteria, the lowest bidder of the MWBE firms will be announced the apparent successful vendor. Vendors claiming certification must attach a copy of their certification to their bid, and are presumed to be familiar with the OMWBE statute, Chapter 39.19 RCW, including the penalties under RCW 39.19.080 and 39.19.090 for noncompliance.

1.8 Waive Minor Administrative Irregularities

_____ reserves the right to waive minor administrative irregularities contained in any vendor response.

1.9 Response Due Date

Responses are due no later than **4:00 PM, Pacific Daylight Time**, on the date specified in the RFQ schedule in section 1.1. Postmarking by that time will not be accepted as a substitute for receipt. Vendors assume all responsibility for the mode of dispatch used to deliver the responses. Responses sent by facsimile will be accepted.

Responses are to be addressed as follows:

_____, RFQ Coordinator
Department of _____
_____ Division
Address

Telephone:
Fax:

1.10 Vendor Proprietary Material

Any information contained in the vendor response that is proprietary must be clearly designated as such. Marking of the entire response or entire sections as proprietary will not be honored. Marking of pricing as proprietary will not be honored. If a request is made to view a Vendor's proprietary information, _____ will comply with the Open Public Records Act, Chapter 42.17 RCW, and the _____ applicable WAC 143-06.

1.11 Apparent Successful Vendor Announcement

Announcement of the apparent successful vendor will be sent to all participating vendors.

1.12 Optional Vendor Debriefing

An optional vendor debriefing opportunity is available to vendors who submit a response. If a debriefing is requested, then it will occur on the date specified in the acquisition schedule.

1.13 Vendor Complaints

Vendors may submit complaints to _____ prior to responding to this RFQ if they believe that the RFQ unduly constrains competition, or contains inadequate or improper criteria. These complaints must be in writing and received by the RFQ Coordinator at the address specified in section 1.9, at least five (5) full business days before the Vendor Response Date. Complaints received later than prescribed will not be considered. _____ will consider the validity of the complaints and notify the Vendor of its conclusions and any action to be taken. These complaints will not be handled through the Protest Procedure (Appendix C).

1.14 Vendor Protest

Upon completion of a debriefing, a vendor is allowed five (5) business days to file a formal written protest of the acquisition with _____. A Protest may be submitted only if it is based on alleged irregularities as specified below:

- Arithmetic errors were made in computing the score.
- The agency failed to follow procedures established in the solicitation document, the ISB policy: Acquisition and Disposal of Information Technology Resources, or applicable state or federal laws or regulations.
- Bias, discrimination or conflict of interest on the part of an evaluator.

Protests not based on these criteria will not be considered. Further information regarding the filing and resolution of protests is contained in Appendix C, PROTEST PROCEDURES.

1.15 Cancellation of RFQ

_____ reserves the right to cancel this acquisition and to refrain from contracting with any Vendor when it is in the State's best interest.

1.16 RFQ Amendments

_____ reserves the right to change the acquisition schedule or issue amendments to the RFQ at any time. _____ reserves the right at its sole discretion to make corrections or amendments due to errors identified in the RFQ by _____ or a vendor. Any changes will be dated and attached to, and made a part of the RFQ. All changes must be coordinated in writing with, authorized and made by the RFQ Coordinator.

Section 2 Technical Requirements

2.1 Required equipment

One (1) IBM 9021-962 processor upgrade to IBM 9021-972 with the following features:

Qty	Feature Code	Description
1	3879	32 - 48 ESCON Channels, B-side

Required Micro Code/Components

Vendor must provide all components and micro code updates necessary to complete the upgrade.

2.2 Delivery Requirements

The vendor will deliver one engine, including 16 ESCON channels and all components and micro code updates necessary to complete the upgrade, no later than 3:00 P.M. Pacific Day Light Time, May 22, 1996. FAILURE TO MEET THE AGREED UPON DELIVERY SCHEDULE MAY SUBJECT THE VENDOR TO LIQUIDATED DAMAGES IN ACCORDANCE WITH THE CONTRACT TERMS. SEE APPENDIX B, SECTION 9, LIQUIDATED DAMAGES

2.3 Original Equipment Manufacturer Warranty or Maintenance Certification

2.3.1 All equipment must be certified as eligible for warranty support, if new, or certified by the Original Equipment Manufacturer (OEM) as eligible for maintenance, if used. Evidence of such certification must be included with the vendors quotation.

2.3.2 All installation services, hardware support, and software support will be provided by the OEM, _____ will add its cost for these services to each vendor's bid for evaluation purposes.

Section 3 Certifications

All participating vendors must provide the required certifications by signing the attached Certification and Assurances, Appendix A, and returning it with their response. Contract terms and conditions which the successful vendor will be expected to sign are attached as Appendix B. All specific areas of dispute with these terms and conditions must be identified in the Vendor's response to this RFQ and must include any alternate verbiage the vendor would like considered. At the sole discretion of _____, extensive contract modifications or proposal of verbiage that _____ considers inappropriate, may be grounds for disqualification from further consideration in the award of an agreement. It is further understood that under no circumstances will a vendor-

submitted contract/agreement be considered as a replacement for the terms and conditions appearing in Appendix B of the State's Request for Quotation.

Section 4 **Contents of Vendor Response**

Vendor's response must include the following:

- 4.1** Cover Letter on the vendor's letterhead, which, at a minimum, certifies the accuracy of all the information in the vendor's response to the RFQ; and is signed by the vendor's representative fully authorized to enter into contracts on behalf of the vendor.
- 4.2** Vendor's specific responses to Section 2, Technical Requirements, of this RFQ
- 4.3** Evidence of OEM certification for warranty/maintenance.
- 4.4** Signed Certifications and Assurances (Appendix A).
- 4.5** Copy of current OMWBE Certification, if appropriate.

APPENDIX A

**STATE OF WASHINGTON
DEPARTMENT OF _____**

**REQUEST FOR QUOTATION ____-QUO-____
DATED April 3, 1996**

FOR

MAINFRAME UPGRADE TO IBM 9021-972

CERTIFICATIONS AND ASSURANCES

We make the following certifications and assurances as a required element of the Quotation to which it is attached, understanding the truthfulness of the facts affirmed here and the continuing compliance with these requirements and all requirements of the Request for Quotation (RFQ) are conditions precedent to the award or continuation of the related Agreement(s).

The prices and service charges data have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition.

The attached Quotation is a firm offer for a period of fifty (50) days following the Quotation Due Date specified in the RFQ, and it may be accepted by the Washington State Department of _____ without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 50-day period. In the case of protest, the protestor's Quotation remains valid until the protest is resolved or the 50-day offer period expires, whichever is later.

In preparing this Quotation, we have not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to the State's RFQ, or prospective Agreement, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Quotation. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

We understand that the State will not reimburse us for any costs incurred in the preparation of this Quotation. All Proposals become the property of the State, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in specified sections of the Quotation. We further understand that the marking of the entire Quotation or the pricing as proprietary will not be honored. Submission of the attached Quotation constitutes agreement to abide by the procedures described in the RFQ document.

We understand that any Agreement awarded as a result of this Quotation will incorporate all the State's RFQ requirements, the contents of this Quotation and all Agreement terms and conditions appearing in Appendix B of the RFQ. Submission of a response and execution of this Certifications and Assurances document certify vendor's willingness to comply with these or substantially similar terms if selected as a Contractor. We understand that if we fail to sign the Agreement within five (5) business days of delivery of the final contract to us, the State may elect to cancel the award and the Agreement may be awarded to the next highest ranked contractor. It is further understood that under no circumstances will a vendor-submitted contract/agreement be considered as a replacement for the terms and conditions appearing in Appendix B of the State's Request for Quotation.

Signature

Vendor

Title

Date

APPENDIX B

NOTICE: TERMS AND CONDITIONS OF THIS AGREEMENT ARE SUBJECT TO REVIEW AND APPROVAL AS TO LEGAL FORM BY THE OFFICE OF THE ATTORNEY GENERAL FOR THE STATE OF WASHINGTON.

AGREEMENT NUMBER ____-EPA-____
IBM UPGRADE TO 9021-972

This Agreement C96-EPA-005 is entered into by and between the State of Washington, Department _____ (hereinafter referred to as the State), located at _____, Olympia, Washington 98504-2445, phone (Contracts): (360) 902-_____, phone (Technical): (360) 902-_____, facsimile: (360) 586-7454, and _____ (hereinafter referred to as the Contractor), located at _____, phone: _____ or _____, facsimile: _____.

The purpose of this Agreement is to document the State's acquisition, from the Contractor, of Equipment necessary to upgrade its IBM Mainframe to a model 9021-972.

1. INCORPORATED DOCUMENTS AND ORDER OF PRECEDENCE:

This Agreement includes the Terms and Conditions of this Agreement and includes, but is not limited to the Request For Quotations _____, specifications, plans and published Policy and Procedures of the Department of _____ under RCW 43.105, the Laws of the State of Washington, and the Contractor's response each of which are hereby incorporated by this reference. In the event of a conflict between any of the above referenced documents, the following order of precedence shall apply: 1) State and Federal laws; 2) specifications, plans and published Policy and Procedures of the Department of Information Services under RCW 43.105, 3) the terms and conditions of this Agreement C96-EPA-005; 4) Exhibit A, the State's Request for Quotations C96-QUO-006, dated April 3, 1996; and 5) Exhibit B, the Contractor's response dated _____.

2. ACCEPTANCE:

This Agreement expressly limits acceptance of goods (also referred to herein as Equipment) and/or services to the Terms and Conditions stated herein, all additional or different terms proposed by Contractor are objected to and hereby rejected.

3. ANTI-TRUST:

Contractor and State recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact borne by the customer. Therefore, Contractor hereby assigns to the State any and all claims for such overcharges.

4. ASSIGNMENTS:

The provisions or monies due under this Agreement shall only be assignable with prior written consent of the State.

5. CHANGES:

No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of orders under this Agreement will be effective without prior written consent of the State.

6. DEFAULT AND GOVERNING LAW:

The Contractor covenants and agrees that the Laws of the State of Washington shall govern this Agreement, and in the event suit is instituted by the State for any default on the part of the Contractor, and the Contractor is adjudged by a court of competent jurisdiction to be in default, it shall pay to the State all costs, expenses expended or incurred by the State in connection therewith, and reasonable attorney's fees. The Contractor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit, and that venue shall be in the Superior Court of Thurston County, Washington.

7. LIMITATION OF LIABILITY

The parties agree that neither the Contractor nor the State shall be liable to each other, regardless of the form of action, for consequential damages. The parties further agree that neither shall be liable to the other for any lost profits or any demand or claim, regardless of the form of action, against either party by any other person except a claim or demand based on patent or copyright infringement, in which case liability shall be as set forth elsewhere in this Agreement. This provision does not modify any provisions regarding liquidated damages, retainages or any other such conditions as are elsewhere agreed to herein between the parties. Further, neither the Contractor nor the State shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either the Contractor, the State or their respective subcontractors.

8. DELIVERY:

DELIVERY - With respect to delivery under this Agreement, time is of the essence and non-delivery by the Contractor is subject to Liquidated Damages and/or termination for failure to deliver on time, at the State's sole option. The Contractor shall deliver the Equipment specified in the State's RFQ according to the schedule and to the location specified therein.

9. LIQUIDATED DAMAGES

A. Time is of the essence, any delay by the Contractor to perform hereunder will interfere with the proper implementation of the State's programs to the loss and damage of the State. As it would be impracticable to fix the actual damage sustained in the event of any such failure to perform, the State and the Contractor, therefore, agree that in the event of any such failure to perform, the amount of damage which will be sustained will be the amount set forth in this Agreement and they agree that the Contractor shall pay such amount as liquidated damages and not as a penalty.

B. Amounts due the State as liquidated damages may be deducted by the State from any money payable to the Contractor or the State may bill the Contractor as a separate item. The State shall notify the Contractor in writing of any claim for liquidated damages pursuant to this provision at least fifteen (15) days prior to the date the State deducts such sums from money payable to the Contractor. Liquidated damages provided for under the terms of this Agreement are subject to the same limitations as provided for in the provision entitled LIMITATION OF LIABILITY.

C. DELIVERY OF EQUIPMENT - If the Contractor does not deliver the Equipment described in the State's RFQ which is a part of this Agreement and any features and/or accessories normally provided therewith, including microcode appropriate for this acquisition, within the time frames set forth in the State's RFQ dated _____, the Contractor shall pay to the State as fixed and agreed liquidated damages in lieu of all other damages due to such non-delivery, for each calendar day between the agreed delivery date and the date such Equipment is delivered an amount of Five Thousand Dollars (\$5,000.00) per day not to exceed seven (7) calendar days.

If the delay is more than seven (7) calendar days, then by written notice to the Contractor, the State may immediately terminate the right of Contractor to deliver the Equipment and may terminate this Agreement. Such termination shall be for Contractor's failure to perform and shall be considered a termination for default as set forth in the TERMINATION provision of this Agreement. The Contractor shall be liable for damages set forth in this provision and as otherwise provided by law.

10. HANDLING:

No charges will be allowed for handling, which includes, but is not limited to packing, wrapping, bags, containers, or reels, unless otherwise stated herein.

11. IDENTIFICATION :

All invoices, packing lists , packages, shipping notices, instruction manuals, and other written documents affecting this Agreement shall specify this Agreement number. Packing lists shall be enclosed in each and every box, package or separate item shipped pursuant to this Agreement, indicating the content thereof.

12. INFRINGEMENTS :

Contractor agrees to protect and save harmless the State against all claims, suits, or proceedings for patent, trademark, copyright, or franchising infringement arising from the purchase, of goods and materials ordered hereunder, and to assume all expenses and damages arising from such claims, suits, or proceedings.

13. TITLE, LIENS, CLAIMS AND ENCUMBRANCES:

Upon payment for Equipment delivered by the Contractor and accepted by the State, the Contractor shall convey to the State good title to purchased Equipment. Contractor warrants and represents that all the goods and materials supplied hereunder are free and clear of all liens, claims, or encumbrances of any kind.

14. NON-WAIVER BY ACCEPTANCE OF VARIATION :

No provision of this Agreement, or the right to receive reasonable performance of any act called for by the terms shall be deemed waived, except by an express written waiver, by the State of a breach thereof as to any particular transaction or occurrence. Any such waiver shall be effective only for a specific incident or transaction and shall not be deemed a waiver in any manner of any other breach.

15. SEVERABILITY:

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the Terms and Conditions of this Agreement are declared severable.

16. NONDISCRIMINATION AND AFFIRMATIVE ACTION :

The Contractor agrees not to discriminate against and to take affirmative action to ensure equality of treatment for any client, employee, or applicant for employment or services because of age, race, color, religion, sex, ancestry, national origin, marital status, Vietnam era or disabled veteran status, or the presence of any mental, physical or sensory handicap with regard to but not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships and volunteers. A Contractor in violation of this clause or any applicable affirmative action program may become subject to other penalties as elsewhere provided in Washington State Law.

17. PAYMENTS, ADVANCE PAYMENT, CASH DISCOUNT, LATE PAYMENT CHARGES :

The State shall pay to the Contractor the amount of _____ (\$_____) within 30 days of the Contractor's successful completion of the acceptance period and upon receipt of a properly completed invoice, as specified in the State's RFQ number _____, dated _____.

No advance payment shall be made for goods or services furnished by Contractor pursuant to this Agreement. Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date that final approval for payment is authorized. If a discount is made available for this Agreement, but the invoice does not reflect the existence of a cash discount, the State is entitled to a cash discount with the period commencing on the date it is determined by the State that a cash discount applies. Under 39.76 RCW , if the State fails to make timely payment, Contractor may invoice the State for one percent per month on the amount overdue, or a minimum of one dollar. Payment shall not be considered late if a check or warrant is available or mailed within the time specified or, if no terms are specified, within thirty days. Normally payments to Contractors will be remitted by mail. The State shall not honor drafts, nor accept goods on a sight draft basis. ALL CONTRACTOR INVOICES ISSUED PURSUANT TO THIS AGREEMENT SHALL REFERENCE THIS AGREEMENT NUMBER _____.

18. REJECTION:

All goods or materials purchased herein are subject to approval by the State. Goods provided by the Contractor hereunder must be certified for maintenance services by the Original Equipment Manufacturer prior to shipment, and arrive in good condition. Goods which are not so certified will be rejected by the State. Any rejection of goods because of nonconformity to the terms and conditions of this Agreement, whether held by the State, or returned, will be at Contractor's risk and expense, PROVIDED, that the State has notified Contractor of such rejection within a the acceptance period specified in the State's RFQ, or the goods will be deemed to have been accepted by the State. State shall have no obligation to pay for goods which have been timely rejected.

19. RISK OF LOSS:

Regardless of FOB Point, Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

20. SAFETY AND HEALTH REQUIREMENTS :

Contractor agrees to comply with the conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and the standards and regulations issued thereunder and certifies that all items furnished and purchased under this Agreement will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless the State from all damages assessed against the State as a result of Contractor's failure to comply with the Acts and the standards issued thereunder and for failure of the items furnished under this Agreement to so comply.

21. SAVE HARMLESS :

Contractor shall protect, indemnify, and save the State harmless from and against any damage, cost, or liability for any injuries to persons or property arising from acts or omissions of Contractor, its employees, agents, or subcontractors, howsoever caused.

22. SHIPPING INSTRUCTIONS :

Unless otherwise specified, all goods are to be shipped pre-paid, FOB the State's computer facility located in _____, Olympia, Washington. Due to limitations of the State's loading dock, equipment must be delivered in a vehicle that is less than 28 feet in overall length.

23. TAXES:

Unless otherwise indicated, the State agrees to pay all State of Washington sales or use tax. No charge shall be made by the Contractor for federal excise taxes, and the State agrees to furnish Contractor, upon acceptance of goods or materials supplied under this Agreement, with an exemption certificate.

24. TERMINATION:

In the event of a breach by Contractor of any of the provisions of this Agreement, the State reserves the right to cancel and terminate this Agreement immediately upon giving oral or written notice to Contractor. Contractor shall be liable for damages suffered by the State resulting from Contractor's breach of contract.

25. WARRANTIES:

Contractor warrants that goods and materials supplied under this Agreement conform to specifications herein and are fit for the purpose for which such goods and materials are ordinarily employed; except if a particular purpose is stated, the goods and materials must then be fit for that particular purpose. Contractor and the State agree that this Agreement does not exclude, or in any way limit, other warranties provided for in this Agreement or by law.

26. PUBLICITY

The Contractor shall not use the State's name in any manner for the purposes of advertisement, or promotional purposes, regardless of the medium used without the express written approval and consent of the State.

27. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and understanding, agreements, representations, or warranties not contained in this Agreement or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, price, quality, or specifications of this Agreement will be effective without the written consent of both parties.

APPROVED
State of Washington
Department of _____
_____ Division

Signature

Name/Title

Date

APPROVED

Contractor

Signature

Name/Title

Date

APPENDIX C

PROTEST PROCEDURES

A. Procedure

This protest procedure is available to vendors who submitted a response to this solicitation and have received a debriefing conference. Protests are made:

1. To _____ after _____ has announced the Apparently Successful Vendor. Vendor protests shall be received, in writing, by _____ within five business days after the vendor debriefing conference.
2. To the ISB for acquisitions conducted by _____ only after protesting first to _____ and _____ resolution is not satisfactory to the protesting party. Protests to the ISB shall be made within five business days after the vendor has received notification of the _____ decision.

B. Grounds for protest are:

1. Arithmetic errors were made in computing the score.
2. The agency failed to follow procedures established in the solicitation document, the ISB policy: Acquisition and Disposal of Information Technology Resources, or applicable state or federal laws or regulations.
3. Bias, discrimination or conflict of interest on the part of an evaluator.

Protests not based on these criteria will not be considered.

C. Format and Content

Vendors making a protest shall include, in their written protest to _____, all facts and arguments upon which the vendor relies. Vendors shall, at a minimum, provide:

1. Information about the protesting vendor; name of firm, mailing address, phone number and name of individual responsible for submission of the protest.
2. Information about the acquisition; issuing agency, acquisition method.
3. Specific and complete statement of the agency action(s) being protested.
4. Specific reference to the grounds for the protest.
5. Description of the relief or corrective action requested.
6. For protests appealed to the ISB, a copy of the _____ written decision on the protest.

D. _____ Review Process

Agencies conducting competitive acquisitions of Information Technology Resources shall provide the protest process to the vendor. The agency review shall precede all other reviews.

Upon receipt of a vendor protest, _____ will postpone further steps in the acquisition process until the protest has been resolved.

_____ will perform an objective review of the protest by individuals not involved in the acquisition process being protested. The review shall be based on the written protest material submitted by the vendor and all other facts known to _____.

_____ will render a written decision to the vendor within five (5) business days after receipt of the vendor protest, unless more time is needed. The protesting vendor shall be notified if additional time is necessary.

E. Final Determination

The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action; or
2. Find only technical or harmless errors in the agency's acquisition process conduct, determine the agency to be in substantial compliance, and reject the protest, or
3. Find merit in the protest and provide the agency with options which may include:

Correct its errors and reevaluate proposals, and/or
Reissue the vendor solicitation document; or

Make other findings and determine other courses of action as appropriate.

Not require the agency to award the contract to the protesting party or any other vendor, regardless of the outcome.

F. ISB Review Process

Protests to the ISB may be made for acquisitions conducted by _____. Protests of the decisions of _____ shall be made by letter to the Chair, ISB, who may establish procedures to resolve the protest. Protests shall be received by the Chair, ISB, within five business days after the decision of _____ in order to be considered. The resulting decision is final, with no further administrative appeal available.

April 1, 1996

APPENDIX D
ES/9000 - 962 Configuration

Customer Name: Department of Information Services

Customer Number:

MACH-MDL	ID NUMBER	SOURCE	FEAT	QTY.	DESCRIPTION
9021-962	000073915	AAS INSTALLED		1	'LIC' 9021 ES/9000 PROCESSOR
			3874	1	CHANNEL 16-32 & ESCON A
			3875	1	CHANNEL 16-32 & ESCON B
			3878	1	CHAN GRP 32-48 ESCON-A
			4024	1	512MB TO 1024MB-A
			4124	1	512MB TO 1024MB-B
			4501	1	SYSPLEX TIMER ATTACHMENT-A
			4512	1	CENTRAL STOR 256-512MB-A
			4612	1	CENTRAL STOR 256-512MB-B
			5256	1	EXP STOR 1ST 256-512MB-A
			5501	1	SYSPLEX TIMER ATTACHMENT-B
			6515	1	EXP STOR 256-512MB-A
			7256	1	EXP STOR 1ST 256MB-B
			8P1440	1	OPTICAL DISK CONFIGURATION
			8515	1	EXP STOR 256-512MB B
			9860	1	CHANNELS 0-16 BASE A
			9861	1	CHANNELS 0-16 BASE B
			9862	1	CHANNELS 17-32 BASE A
			9863	1	CHANNELS 17-32 BASE B
			9864	1	CHANNELS 33-48 BASE A
			9865	1	CHANNELS 33-48 BASE B
			9876	1	ESCON CHAN 0-16 BASE A
			9877	1	ESCON CHAN 0-16 BASE B
			9922	1	60HZ 200-240V
9022-01A	000011050	AAS INSTALLED		1	'LIC' PROCESSOR CONTROLLER
			5050	1	ATTACH TO MULTIPROCESSOR
			9063	1	CLASSIC BLUE COVERS
			9106	1	3864 MODEL / NOT PLANT MERGED
			9180	1	ATTACH TO MODEL 720
9027-001	000011716	AAS INSTALLED		1	'LIC' POWER & COOLANT DIST
			9063	1	CLASSIC BLUE
			9180	1	ATTACH TO MODEL 720
			9366	1	SINGLE 2 INCH WATER CONNECTO
			9368	1	SINGLE INPUT POWER SOURCE
			9922	1	60HZ 200-240V
			9981	1	EXPANDED STORAGE ON PROCESSO
			9984	1	A-SIDE OR SINGLE SIDED MACH I
9027-001	000011720	AAS INSTALLED		1	'LIC' POWER & COOLANT DIST
			9063	1	CLASSIC BLUE
			9180	1	ATTACH TO MODEL 720
			9366	1	SINGLE 2 INCH WATER CONNCTO
			9368	1	SINGLE INPUT POWER SOURCE
			9922	1	60HZ 200-240V
			9981	1	EXPANDED STORAGE ON PROCESSO
			9985	1	B-SIDE OF AN MP MACHINE
3864-002	0000B0125	AAS INSTALLED		1	IBM MODEM-2 WIRE
			5801	1	AUTOMATIC CALLING UNIT